



SDMS DocID 559696

RECEIVED SEP 16 1988

Petrie Stores

CORPORATION

Marianne's Shop
Store # 693

70 ENTERPRISE AVENUE, SECAUCUS, N.J. 07094

(201) 866-3600 ext. 7569

FEDERAL EXPRESS
AIRBILL NUMBER 8732803424

September 16, 1988

Mr. Paul Marchessault
United States Environmental
Protection Agency
12030 Sunrise Valley Drive
Suite 200
Reston, Virginia 22091

Superfund Records Center
SITE: Coakley's
BREAK: 11.9
OTHER: 559696

RE: Marianne (#0693)
Newington Mall
Newington, New Hampshire

Dear Mr. Marchessault:

Enclosed herein is my Response to your Information Request which was forwarded to the captioned location on August 8, 1988, regarding the Coakley Landfill Site in North Hampton, New Hampshire.

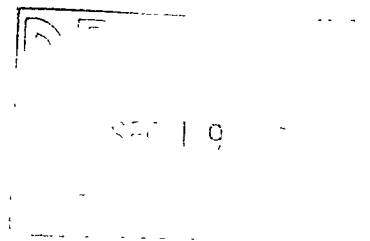
Additionally, this will confirm our telephone conversation of September 14, 1988, wherein you advised that due to the fact my response to questions number fourteen and fifteen are in the negative, I do not have to provide the information requested in questions number twelve and thirteen. This will also confirm that you have granted an extension of time in which to respond to your Request, and accordingly, this Response is being submitted in a timely manner.

Please contact my office if you have any further questions on this matter.

Very truly yours,

Bernadette Sullivan
Bernadette Sullivan
Paralegal

/bs
enc.



RESPONSE TO INFORMATION REQUEST
COAKELY LANDFILL SITE, NORTH HAMPTON, NEW HAMPSHIRE

1. Bernadette Sullivan, Paralegal
Petrie Stores Corporation
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866 - 3600
2. Ellen Parquette, Supervisor
Petrie Stores Corporation
13 Lilac Mall
Rochester, New Hampshire 03867
(603) 332 - 8359
3. Enclosed herein is a copy of the Lease provision covering the disposal of waste for the Marianne store (#0693), Newington Mall, Newington, New Hampshire.
4. Sharon Hodsdon, Mall Manager
Newington Mall
Newington, New Hampshire 03801
(603) 431 - 4104

Herbert & Begoshian (contractors)
6 Plan Hill Road
Simsbury, Connecticut 06070
(203) 651 - 3388
5. Please refer to Response number four.
6. N/A
7. There has been no previous request for information.
8. Hoboken Apparel Corporation
President Peter A. Left
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866 - 3600

Chairman of the Board N/A

9. Petrie Stores Corporation

Present parent/subsidiary relationship in existence since 8/23/73

President Milton J. Petrie
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866-3600

Chairman of the Board Milton J. Petrie
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866 - 3600

10. Hoboken Apparel Corporation -

State of Incorporation - New Jersey

Registered Agent - Michael J. Jackson
Petrie Stores Corporation
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866 - 3600

Petrie Stores Corporation -

State of Incorporation - New York

Registered Agent - Barton Heminover
Petrie Stores Corporation
70 Enterprise Avenue
Secaucus, New Jersey 07094
(201) 866 - 3600

11. Respondent's business is the sale at retail of ladies' apparel, and accessories related thereto.
12. Pursuant to my conversation of September 14, 1988 with Mr. Paul Marchessault, provided the response to questions number Fourteen and Fifteen are in the negative, the information requested in this Paragraph Twelve is not needed at this time.
13. Pursuant to my conversation of September 14, 1988 with Mr. Paul Marchessault, provided the response to questions number Fourteen and Fifteen are in the negative, the information requested in this Paragraph Thirteen is not needed at this time.
14. No.
15. No. The Respondent uses the dumpster which is located on the Mall premises for the disposal of its waste, and is not aware of what is done with the waste beyond that point. Additionally, Respondent has contracted with Herbert & Begoshian, contractors, in 1983 and 1987 to remodel the premises in the Newington Mall. On each occasion, the contacting company arranged for the disposal of its work materials.

M. *Storing Merchandise.* Store and/or stock in the Premises only such merchandise as Tenant is permitted to offer for retail sale pursuant to this lease in or on the Premises within a reasonable time after receipt thereof.

N. *Tenant's Fixtures.* Operate its business in the Premises with adequate equipment and trade fixtures which shall, when initially installed, be new, functional, sufficient and of first-class quality and workmanship.

O. *Garbage.* Handle and dispose of all rubbish, garbage and waste from Tenant's operation in accordance with regulations established by Landlord and not permit the accumulation (unless in concealed enclosed metal containers within the Premises), or burning, of any rubbish or garbage in, on or about any part of the Shopping Center. Purveyors of food shall be required to provide refrigerated garbage and refuse room. The same shall be at competitive rates as may exist in the general area in which the Shopping Center is located.

P. *Covenant Against Liens.* Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord or any ground or underlying lessor in any portion of the Shopping Center. If, because of any act or omission (or alleged act or omission) of Tenant, (or any agent or person acting by, through or on behalf of Tenant), any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord and/or any ground or underlying lessor and/or any portion of the Shopping Center (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within fifteen days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord and all ground and underlying lessor(s) against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or satisfying any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord for all costs, expenses and other sums of money in connection therewith promptly upon demand (as Additional Rent) together with interest at the highest rate legally permitted to be paid by an entity such as Tenant in the state in which the Premises are situated. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with by Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises or the Shopping Center, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

Q. *Easement for Pipes.* Permit Landlord or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Premises are located or any other portion of the Shopping Center. All such work shall be done, so far as practicable, in such manner as to avoid unreasonable interference with Tenant's use of the Premises. Landlord agrees not to run pipes above the floor or below the hung ceiling within the Premises. Landlord shall repair such pipes servicing more than the Premises. SECTION 5.7 *Additional Negative Obligations and Covenants of Tenant.* Tenant covenants and agrees that at all times during the Term it shall not at any time without first obtaining Landlord's prior written consent:

A. *Alterations.* Make any alterations, improvements, and/or additions to the Premises or any part thereof. Notwithstanding the foregoing, Tenant may make non-structural interior alterations without the consent of Landlord as long as such alterations do not (i) result in a violation of Tenant's obligations under Section 5.6 and this section 5.7 of this lease, and (ii) adversely affect the structural integrity of the building in which the Premises are located and any of the plumbing, fixtures, mechanical, electrical and other building equipment therein.

B. *Signs.* Place or install any sign or other object on the roof or any exterior wall of the Premises (including, without limitation, both the interior and exterior surfaces of windows and doors) except as otherwise specifically permitted in this lease. Tenant shall not place in any display case or other area visible to public view from the outside of the Premises (i) any so-called "flashing" or "animated" sign or one which otherwise has variations in the intensity of illumination or (ii) any other sign without obtaining Landlord's approval as to the number, size, type, intensity (if illuminated) and location thereof. Tenant shall not, after obtaining any such approval, change any sign in any respect whatsoever without first obtaining from Landlord a further such approval. As used in this Section the word "sign" shall be construed to include any placard, light or other advertising symbol or object, whether same be temporary or permanent.

C. *No Fire Sale.* Conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.

D. *Not Change Exterior Architecture.* Change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the building in which the same are located, or any part thereof.

E. *No Solicitation.* Neither solicit business nor distribute advertising or promotional matter in the common areas.